



CSX
TRANSPORTATION

CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

March 13, 1989

RECORDATION NO 12 FILED 142

MAR 14 1989 -3 45 PM

Detail: _____

SECRET

CC Washington, D. C.

Gentlemen:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, are four executed counterparts of a secondary document, not previously recorded, entitled Instrument of Satisfaction and Release dated as of April 1, 1988.

The parties to the enclosed release are:

Mercantile-Safe Deposit and Trust Company
Corporate Trust Department
P. O. Box 2258
Baltimore, MD 21203

CSX Transportation, Inc.
formerly Seaboard Coast Line Railroad Company (SCL)
(Vendee)
100 North Charles Street
Baltimore, MD 21201

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of March 1, 1973 by and between ACF Industries, Incorporated (the Vendor) and the Vendee and Agreement and Assignment dated March 1, 1973, from the Vendor to the Bank and recorded with the Interstate Commerce Commission on March 13, 1973, and assigned Recordation No. 6954. Said document also releases all of the equipment under said Conditional Sale Agreement and Agreement and Assignment as amended and supplemented.

The units of equipment covered by the enclosed document are all units identified in the Conditional Sale Agreement as amended and supplemented. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release."

CSX Distribution Services, CSX Equipment, CSX Rail Transport and American Commercial Lines are units of CSX Transportation, Inc. and its affiliates.

Overly friendly - very friendly
H. Carpenter - Mr. Martine

Enclosed is a check in the amount of \$13 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Release not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,

P. J. Hochstadt

RFH/mm
Enclosures

MAR 14 1989 • 3 45 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of April 1, 1988 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Seaboard Coast Line Railroad Company ("SCL")).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of March 1, 1973, (as amended and supplemented the "Conditional Sale Agreement") by and between ACF Industries, Incorporated (the "Vendor") and SCL, the Vendor agreed to construct, sell and deliver to SCL, on the terms and conditions therein set forth, the equipment described in Schedule B thereto (as amended and supplemented the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of March 1, 1973 (the "Assignment"), the Vendor sold, assigned, transferred and set over to the Agent, its successors and assigns, all its rights, titles and interests in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on March 13, 1973, and assigned Recordation No. 6954;

WHEREAS, Article 6 of the Conditional Sale Agreement provides that when the Railroad has paid the full

purchase price for the Equipment, together with interest, and performed all the covenants and conditions of the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Agent transfers its interest in and to the Equipment to the Railroad; and

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer;

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby (1) acknowledge satisfaction of all payments, covenants and conditions required of the Railroad under the Conditional Sale Agreement, and (2) transfer all its right, title and interest in and to the Equipment to the Railroad, including any additions or substitutions thereof.

The Railroad does hereby release and discharge the Agent from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Agent.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

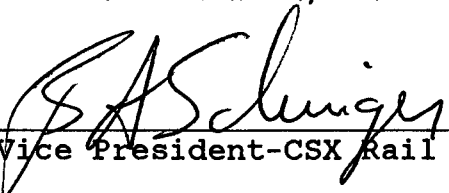
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
as Agent

By 
Vice President

ATTEST:


Asst. Corporate Trust Officer

CSX TRANSPORTATION, INC.

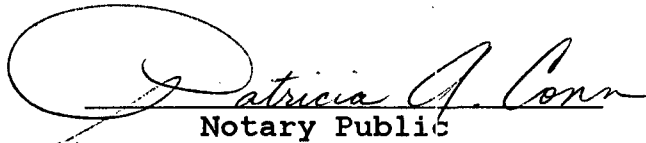
By 
Vice President-CSX Rail Transport

ATTEST:


Assistant Secretary

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

On this 4th day of April, 1988, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is Vice President of Mercantile-Safe Deposit and Trust Company that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

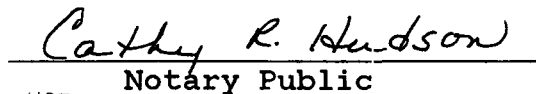

Notary Public

My Commission expires: 7-1-90.

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 26 day of February, 1988, before me personally appeared B.R. SCHWINGER, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Jan. 26, 1992
My Commission expires: Bonded thru Patterson - Becht Agency.

NOTARIAL SEAL